

That We, ROBERT COSGROVE and MARJORIE A. COSGROVE, husband and wife,
 of Waterville, Kennebec County, State of Maine,
 (~~being unmarried~~) for consideration paid, grant to said JOSEPH JABAR, SR. and RENEE F.
 JABAR, husband and wife,

009119

of Waterville, Kennebec County, State of Maine
 with ~~warranty covenants~~, as joint tenants, the land in Waterville, Kennebec
 County, State of Maine.

A certain lot or parcel of land located on the westerly end of
 Prospect Street and on the easterly side of Lantern Lane in
 Waterville, Kennebec County and State of Maine and further bounded
 and described as follows, to wit:

Beginning at an iron pin on the southerly side of Prospect
 Street, said iron pin marking a northwesterly corner of land now
 or formerly owned by Hughes as recorded in the Kennebec County
 Registry of Deeds in Book 1415, Page 176. Thence north sixty
 degrees forty-seven minutes fifty-five seconds west (N 60° 47' 55"
 W) along a parcel of land designated as "Cosgrove Home Lot" on a
 plan entitled "Plan of Cosgrove Subdivision", Plan #E-87035, dated
 February 2, 1987 and recorded on March 11, 1987 in the Kennebec
 County Registry of Deeds for three hundred two and zero hundredths
 feet (302.00'), more or less, to an iron pin. Thence south
 seventy-five degrees nineteen minutes twenty-one seconds west (S
 75° 19' 21" W) along the land designated as "Cosgrove Home Lot" on
 the aforementioned plan for forty-one and five hundredths feet
 (41.05'), more or less, to an iron pin on the easterly side of
 Lantern Lane. Thence along the easterly line of Lantern Lane, in
 a southerly direction to an iron pin marking the northwesterly
 corner of land now owned by Willette as recorded in Kennebec
 County Registry of Deeds, Book 1033, Page 320. Thence south sixty
 degrees forty-seven minutes fifty-five seconds east (S 60° 47' 55"
 E) a distance of three hundred forty-four and ninety-eight
 hundredths feet (344.98') to an iron pin. Thence north
 twenty-nine degrees fifty-two minutes and fifty seconds east (N
 29° 52' 50" E) a distance of one hundred thirty-nine and
 ninety-one hundredths feet (139.91') to the point of beginning.

TRANSFER
TAX
PAID

The herein described parcel of land contains one and nine
 hundredths acres (1.09 Ac.), more or less.

Meaning and intending to convey and hereby conveying Lot #4 on
 a plan entitled "Plan of Cosgrove Subdivision", Plan #E-87035,
 dated February 2, 1987 and recorded on March 11, 1987 in the
 Kennebec County Registry of Deeds.

Grantees, and their heirs and assigns, are hereby granted an
 easement of ingress and egress over and along a right of way more
 specifically referred to as Lantern Lane, so-called, as depicted
 on a plan entitled "Plan of Cosgrove Subdivision", Plan #E-87035,
 dated February 2, 1987 and recorded on March 11, 1987 in the
 Kennebec County Registry of Deeds.

Grantees shall not construct a building or erect a fence which
 will obstruct the Grantors' view of the Miller Library on the
 Colby College campus.

It is understood and agreed that this conveyance is made and
 accepted and the realty is hereby granted on and subject to the
 following covenants, conditions, restrictions and reservations,
 which covenants, conditions, restrictions and reservations shall
 apply to and run with the conveyed land; all successive future
 owners and occupants shall have the right to invoke and enforce
 the covenants, conditions, restrictions and reservations
 applicable to this conveyance as the original parties hereto.

1. No building whatever, except a single private dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed or permitted on the conveyed premises or any part thereof and such dwelling house permitted on the conveyed premises shall be used as a private residence only. The permitted dwelling house and the necessary outbuildings to be located on the conveyed premises shall be in a style or form or appearance to conform to the aesthetic values of the surrounding area.
2. Said lots shall not be subdivided.
3. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in said subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
4. There shall be no leasing of said undeveloped land.
5. No horse, cow, hog, goat or similar animals shall be kept or maintained on the premises conveyed. Domestic animals, such as dogs and cats, are excepted herefrom.
6. No sign, billboard or advertising devices of any kind, except those used in any subsequent sale of the property conveyed by the within deed shall be placed or otherwise installed on any lot or building herein.
7. A home office in which clients or patients are seen on an informal basis may be allowed in said subdivision.
8. All parties shall have the right of ingress and egress from a right of way as depicted in the "Plan of Cosgrove Subdivision", Plan #E-87035, dated February 2, 1987 and recorded on March 11, 1987 in the Kennebec County Registry of Deeds. Said right of way shall be used in common with other members of the public.
9. All of the lots shall have on display a lantern of appropriate aesthetic value to depict that it is part of Lantern Lane.
10. The Grantees shall construct a home on said lot within eighteen (18) months from purchase of said lot and the minimum house value shall be one hundred thousand dollars (\$100,000.00) excluding land.
11. Grantees shall give Grantors the right to buy back said lot in the event that Grantees fail to commence construction within the eighteen (18) month period. The purchase price on the buy back will be the amount paid by the Grantees for the land plus six percent (6%) interest.
12. Grantors will give Grantees a "Right Of Way" from Propsect Street to enter their residence by foot or car and the Grantees shall assume all responsibility for the cost and the maintenance of said right of way at no expense or liability to the Grantors. Said Right Of Way shall be fifteen (15) feet wide and seventy-five (75) feet long. The purpose of this Right Of Way is to enable the Grantees to construct a driveway to their residence over the Grantors' land and to enable the Grantees to pass over the Grantors' driveway to gain access to their driveway.

Marjorie A. Cosgrove, wife of said grantor,
joins as grantor and releases all rights by descent and all other rights.

Witness our hands and seals this

24th day of April 24 1987

David A. Cosgrove

Robert Cosgrove
Robert Cosgrove
Marjorie A. Cosgrove
Marjorie A. Cosgrove

The State of Maine

Kennebec

ss.

April 24th 19 87

Then personally appeared the above named
COSGROVE

ROBERT COSGROVE and MARJORIE A.

and acknowledged the foregoing instrument to be their free act and deed,

Before me,

David Cosgrove

Justice of the Peace - Attorney at Law - Notary Public

David A. Cosgrove

David A. Cosgrove



Copy expires
10/2/88

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